

1                   CASINO CENTER/CHARLESTON REALIGNMENT  
2                   CONTRACT FOR RIGHT-OF-WAY ACQUISITION &  
3                   RELOCATION ASSISTANCE SERVICES

4           This Contract, entered into this 12<sup>th</sup> day of July, 2006, between the City of Las Vegas, a  
5   Municipal Corporation of the State of Nevada, (herein the "CITY") and Acquisition Sciences Ltd.,  
6   an Arizona Company, whose address is 3557 S. Valley View Boulevard, Suite 117, Las Vegas,  
7   Nevada 89103, (herein the "CONSULTANT");

8                                   W I T N E S S E T H

9           WHEREAS, the CITY is currently in the design stage of the Casino Center/Charleston  
10   Realignment project consisting of approximately two-tenths of a mile of road and related  
11   improvements between Coolidge Avenue and Charleston Boulevard, east of Casino Center  
12   Boulevard in Las Vegas, Nevada; said improvements including roadway (travel and Bus Rapid  
13   Transit lanes, and bus loading ramps), traffic improvements, and related amenities, all to be funded  
14   by the Regional Transportation Commission of Southern Nevada ("RTC"); and

15           WHEREAS, this Project is a result of a need to improve and realign an existing route with  
16   enhanced traffic capacity and transportation improvements, to make a new road connection at  
17   Charleston Boulevard with realigned Casino Center Boulevard on the north and 3<sup>rd</sup> Street on the  
18   south,

1 and to accomplish this Project it is necessary for the CITY, to acquire rights-of-way from five (5)  
2 ownership properties (parcels) located along the Casino Center/Charleston Realignment between  
3 Coolidge Avenue and Charleston Boulevard; and

4 WHEREAS, the CITY desires to retain the CONSULTANT for the purpose of providing  
5 acquisition and relocation assistance services in connection with the aforementioned five (5)  
6 parcels;

7 NOW, THEREFORE, in consideration of the covenants, conditions, agreements and  
8 provisions of the parties thereto, it is mutually understood and agreed as follows:

- 9 1. In total compliance with the policies and procedures of the RTC, (a) the CONSULTANT  
10 will make its best effort to negotiate and acquire property rights that may include, but are  
11 not limited to, rights of entry, temporary and permanent easements and fee title, free and  
12 clear of liens and encumbrances, in order to construct road improvements and related  
13 facilities on the following described five (5) parcels of real property, identified by assessor  
14 parcel numbers (APN) and street addresses:

	<u>APN</u>	<u>ADDRESS</u>
15		
16	1) 139-34-410-048	1023 S. Casino Center Blvd.
17	2) 139-34-410-049 & 050	1015 – 19 S. Casino Center Blvd.
18	3) 139-34-410-051 & 052	1009 S. Casino Center Blvd.
19	4) 139-34-410-053	1007 S. Casino Center Blvd.
20	5) 139-34-410-054 & 055	1003 – 05 S. Casino Center Blvd.

1 And (b) together with and at the same time that Consultant negotiates an acquisition price  
2 and submits the proposed acquisition price for RTC approval, Consultant shall also provide  
3 a relocation assistance proposal, in full compliance with the CITY's relocation policies and  
4 procedures for the following:

- 5 1) Five non-residential owners
- 6 2) Two business relocations
- 7 3) Eight residential relocations

8 2. The CITY shall furnish the CONSULTANT preliminary title reports, appraisal reports,  
9 legal descriptions, individual property maps, names of record owners, Assessor parcel  
10 maps, deed and easement forms, CITY acquisition forms, field notes relative to any  
11 background information on record owners and respective properties that may assist the  
12 CONSULTANT and/or any other descriptive material and construction plan data (when  
13 available) covering all of the properties to be purchased, CITY Relocation Rules and  
14 Regulations, and CITY Relocation brochures.

15 3. The CONSULTANT services shall include: A. Acquisition - presentation of written offers  
16 based upon appraisals at fair market value, negotiation with property owners on behalf of  
17 the CITY and performance of related acquisition functions necessary to obtain the required  
18 property rights. Further services shall be to open and close escrows with Lawyers Title, or  
19 a title company designated by a property owner, if pre-approved by the CITY; prepare  
20 parcel files with documented contacts with property owners; prepare payment requests on

1 parcel purchases; prepare justification for settlement/condemnation action, if appropriate;  
2 submit monthly status reports and submit closed files to CITY. B. Relocation Assistance –  
3 determine eligibility of all displaced residents & businesses, discuss and arrange benefits  
4 using CITY Relocation Rules with relocatees, assist relocatees in finding suitable  
5 replacement housing, assist relocatees with moving, and performance of related relocation  
6 assistance functions. Further services shall be to open relocation files showing documented  
7 contacts with relocatees; refer relocatees to outside agencies for assistance, if needed;  
8 prepare benefit and moving payment requests; conduct DSS inspections; submit monthly  
9 status reports and submit closed files to CITY.

10 4. The CONSULTANT shall have submitted all parcels into escrow or for condemnation  
11 action on or before October 31, 2006 and all relocatees and personal property moved from  
12 project parcels on or before January 12, 2007. It is fully understood and agreed that if the  
13 CONSULTANT fails to deliver said parcels or perform relocation functions when due, the  
14 CITY, in such event, shall have the right to terminate the services of the CONSULTANT  
15 and the CITY shall not be liable for payment for parcels submitted after the due date. An  
16 extension of time may be granted by the CITY in the event of unforeseeable circumstances  
17 presented in writing by the CONSULTANT prior to the aforesaid due date. The  
18 CONSULTANT shall be notified in writing of the CITY's decision regarding any request  
19 for an extension of time.

5. For its services in acquiring the necessary right-of-way, the CONSULTANT shall be paid the following fees, which may not exceed the following amounts:

Negotiation and Acquisition

5 parcels @ \$2,500	=	\$12,500
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Relocation Assistance

Non-residential owners - 5 @ \$2,000	=	\$10,000
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Business relocations – 2 @ \$5,000	=	10,000
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Residential relocations – 8 @ \$4,000	=	<u>32,000</u>
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TOTAL FEE	=	\$64,500
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which shall constitute full payment to the CONSULTANT for all services performed hereunder.

6. The CONSULTANT may bill monthly against the appropriate rate upon the following basis:

Acquisition (per parcel rate)

A. 50% payment upon opening of escrow.

B. 50% payment upon file completion and submittal to CITY.

Relocation Assistance (per relocatee rate)

A. 50% payment after presenting letter of replacement housing allowance.

1       B.     50% payment after close of file.

2   7.     The CONSULTANT shall conduct negotiations, acquisition and relocation assistance  
3       services in a forthright, professional manner adhering to all applicable State laws, and  
4       CITY and RTC rules and regulations. Furthermore, the CONSULTANT shall maintain all  
5       licenses and permits required by law to perform acquisition and relocation assistance  
6       services at all times during the course of this Contract.

7   8.     It is agreed that the CONSULTANT shall be available to the CITY for consultant-counsel  
8       conferences and for subsequent pre-trial conferences on properties identified under this  
9       Contract. Additional compensation for such conferences shall be at the rate of \$150.00 per  
10      hour. It is further agreed that the CONSULTANT will be available to the CITY for court  
11      appearances and expert testimony on its behalf regarding said properties for an additional  
12      compensation computed on the basis of \$150.00 per hour.

13   9.     The CITY shall have the right to cancel the CONSULTANT's services to be performed  
14      under this Contract, in whole or part, in the event changes in the CITY's plans obviate the  
15      necessity for such acquisition, by giving notice by certified mail, return receipt requested,  
16      to the CONSULTANT, in which event, the CITY shall be liable for services furnished only  
17      to the date of the receipt by CONSULTANT of such notice of cancellation.

18   10.    The CONSULTANT agrees that they will not discuss or convey information used in  
19      connection with the acquisition to, or negotiate with, any person or entity except property

1 owners or their authorized representatives. The CONSULTANT further agrees that it will  
2 not furnish any other person or agency, except on proper order of the Court, a copy of the  
3 appraisal report or information contained therein without the prior consent of the CITY.  
4 The appraisal reports prepared for this Project are agreed to be confidential and a breach of  
5 such confidence by the CONSULTANT without the prior consent of the CITY shall be  
6 considered a material breach of this Contract for which damages will lie.

7 11. The CONSULTANT agrees to indemnify and save the CITY, its officers, agents and  
8 employees harmless from any and all claims and losses accruing or resulting to any and all  
9 persons, firms or corporations furnishing or supplying work, services, materials or supplies  
10 in connection with the performance of this Contract and from any and all claims and losses  
11 accruing or resulting to any person, firm or corporation who may be injured or damaged by  
12 the CONSULTANT in the performance of this Contract. It is expressly understood that the  
13 CONSULTANT is an independent contractor and is subject to all statutes and laws relating  
14 to independent contractors and, in no event, will the CONSULTANT, or an agent or  
15 servant, be considered as an employee of the CITY.

16 12. The CONSULTANT, by executing this Contract, certifies that neither principals nor any  
17 employee in their service has, directly or indirectly, any financial or personal interest in or  
18 to any of the parcels to be purchased under this Contract, and, further, that neither  
19 principals nor any employee in their service has, directly or indirectly, any financial or

1 personal interest, other than this Contract, in any contract or sub-contract in connection  
2 with this Project. The CONSULTANT further certifies that should it or any employee in  
3 its service acquire in the future, prior to completion of the above-mentioned acquisition  
4 services, any such interest in property within the Project or in any contract or sub-contract  
5 in connection with such Project, it will immediately notify the CITY of such interest or  
6 interests. For breach or violation of this warranty, the CITY shall have the right to annul  
7 this Contract without further liability, and the CITY shall thereupon pay only such  
8 consideration as shall have accrued on Project acquisitions completed in their entirety prior  
9 to the acquisition of such adverse interests.

- 10 13. The CONSULTANT has pursuant to the requirements of resolution 79-99 (adopted by the  
11 City Council on August 4, 1999 and effective October 1, 1999) as amended by Resolution  
12 105-88 (adopted by the City Council on November 17, 1999) disclosed on the form  
13 attached hereto (Disclosure of Ownership/Principals) all of the owners and principals,  
14 including partners, of the CONSULTANT, as well as all persons and entities holding more  
15 than one (1%) percent interest in the CONSULTANT firm, or any principals of the  
16 CONSULTANT. The CONSULTANT, shall notify the City in writing on any material  
17 change in the attached disclosures, prior to approval of this Agreement by the City Council.  
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IN WITNESS WHEREOF, this Contract is hereby executed as of the date first set forth above.

DATE OF COUNCIL ACTION: CITY OF LAS VEGAS  
BY: \_\_\_\_\_

ATTEST: OSCAR B. GOODMAN, MAYOR  
\_\_\_\_\_

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:  
Thomas R. Green 6/20/06  
DATE

ACQUISITION SCIENCES, LTD.  
BY: Beverly Francy  
BEVERLY FRANCY, PRESIDENT

# CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

## 2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

## 3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

## 4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

<div style="border: 1px solid black; padding: 5px;"><b>Block 1 Contracting Entity</b></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Name Acquisition Sciences, Ltd.</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Address 3557 S. Valley View Blvd., St 117 Las Vegas, NV 89103</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Telephone 702-796-5155</div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">EIN or DUNS 86-0671742</div>	<div style="border: 1px solid black; padding: 5px;"><b>Block 2 Description</b> <b>Subject Matter of Contract/Agreement</b></div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">R/W Acquisition &amp; Relocation services for the Casino Center/Charleston Realignment project</div> <div style="border: 1px solid black; padding: 5px; margin-top: 20px;">RFP#</div>
<div style="border: 1px solid black; padding: 5px;"><b>Block 3</b> <span style="float: right;"><b>Type of Business</b></span></div> <div style="padding: 5px; margin-top: 5px;"><input type="checkbox"/> Individual   <input type="checkbox"/> Partnership   <input type="checkbox"/> Limited Liability Company   <input checked="" type="checkbox"/> Corporation   <input type="checkbox"/> Trust   <input type="checkbox"/> Other:</div>	

# CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

**Block 4 Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Beverly Francy, President	21640 N. 19 <sup>th</sup> Avenue, Suite C-3 Phoenix, AZ 85027	623-516-1052
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: N/A

**Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity



Beverly Francy  
Name  
June 19, 2006  
Date

Subscribed and sworn to before me this 19<sup>th</sup> day of

June 2006  
Caroline Ann Tillman  
Notary Public